

Help

From:

<Nevets008@aol.com>

To: Sent: <Help@peoplecomputing.com> Monday, June 07, 2004 1:16 PM

Subject:

AYYN: JAY PATEL

WE ARE PRESENTLY WAITING ON OUR CORPORATE PAPERS

THE NAME WE REQUESTED WAS ALREADY TAKEN OUR NEW NAME WILL BE 1ST SOURCE INFORMATION SPECIALIST INC, IF ITS NOT ALREADY BEING USED IN THE STATE OF FLORIDA.

WE AS A VENDOR FOR YOUR COMPANY SHALL ABIDE BY ALL APPLICABLE STATE AND FEDERAL LAWS REGARDING THE COLLECTION AND DISSEMATION OF CONSUMER INFORMATION, INCLUDING LAWS REGARDING PRIVACY AND HARASSMENT, AND WILL HOLD ACCUSEARCH D/B/A ABIKA.COM HARMLESS AGAINST ANY AND ALL CLAIMS THAT 1ST SOURCE INFORMATION SPECIALISTS COLLECTION OF SUCH DATA VIOLATES ANY SUCH ACT, LAW OR REGULATION SINCERELY

KEN GORMAN

PRES. 1ST SOURCE INFORMATION SPECIALIST





Nationwide People & Phone Locator Services, Asset Location, and Background Checks

These searches include personal and business location information, public records search, find assets, court searches both criminal and civil, along with real estate information. Put our skip tracing experience and technology to your advantage! We can do custom search packages! Click on any of the links below for the type of search you are interested in.

Nationwide People and Phone Number Locator Services, Asset Location, Public Records, and Background Checks

| People Searches

x] Background

Property Search

Cell Phone Searches

x Batch Search

Do you need quantity searching with your Excel or Access Data File?

Special Pricing with BATCH SEARCHI

Net Applications
Web tools and
webmaster resources,
including: traffic stats,
site monitoring, search
engine submission,

Cell Phone Directory - Number Searches

- Cell Phone Number
 Acquisition
- Reverse Cell Phone Number
 New Cell Phone Number from
- Old Cell Phone Number and
 - Name
- Exhaustive Cell Number History Report
- Cell Monthly Bill Report of Calls with Dates

Background Searches

- Sex & Violent Offenders
- National Criminal Background

Phone Number & Reverse Searches

- Check if number is landline or
- Name & Address from phone number
- Unlisted Phone to Name and
- Address
 Unlisted Phone Number Search
- Address into Names and Phone Numbers
- Disconnected Number into Name & Address
 - PO Box Break into Name/Address/Phone
- People Finder Searches

Pay Phone Break

- People Finder
- Advanced People Finder adds

20GB transfer for \$7.95 a month

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Check

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- Statewide Criminal Background Check
- Bankruptcy, Tax Liens, Judgments
 - Nationwide Inmate Search
- FAA Pilots Search Directory
- Professional License Search

relatives, neighbors, and associates

- National Social Security Number Search
- Death Master File
- Date of Birth Search
- Social Security Number (SSN) Verifier
- Free SSN to State of Birth Tool

Asset Finder Searches

Real Estate Searches

Real Estate Property Deed

Property Ownership

Real Estate Property

Search

Assessment Search

- National Property Ownership cocator
- Motor Vehicles Title Search, Boats, Trailer Finder-
- Place of Employment POE
 - locator

Neighborhood Profile

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- Merchant Vessel Search
- Corporate Affiliations -
- **Business Registrations**
- Complete Asset Search w/o POE
- Complete Asset Search w/POE

Court Searches

Business Finder Searches

Basic Business Search

Available Business

Search Basic Corporation Search
Corporation FilingsBusiness Registrations
UCC Filings
Business Contacts Possible Bankruptcy Search
Bankruptcy Documents
Current & Previous Property
Motor Vehicles @ Address
Civil Court Search

Services:

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- Reduce the cost with

 Multiple searches via Batch
 Searching
- Skip trace/Skiptrace services
- Asset locating services
- Attorney services
- Nanny Background checks
- Contractor Background checks

lost friend, soldier locate, locate people by phone number, locate military personnel, locate by address, locate missing relative, locate anyone, locate individual, family search, search, phone search, reverse birth, find people, free people search, free people finder, find people free, finding people, people, people search.com, missing people, people address, free people locator, locating people, people serch, 411 find friend military classmate people search, asset search, public records search, social security number, ssn, skiptrace, skip trace, attorney, find friends, find people, find assets, cell phone number search, real estate search, batch search, court search, criminal background check, property locator, assessment search, real estate search, deed search, title search, professional license search, license search, dmv search, license plate search, datafind org, employment search, poe locator, ssn search, sso verifier, social security number License Verification Social Security Number (Name & Address History) Standard Employment Screening Package Advanced Employment Screening Package Wants and Warrants Check Human Resource People Search People Locator and Due Diligence background checks for hedge fund capital Records Employee Screening Find Anyone Instant People Locate Search Assisted People Locate Search Super Public Record Report Super Public Record Report Super Public Record Report Super Public Record Report Search Know Your Date/Future SpouseDeluxe Date Search Super Date Search Public Record Report Report Records Civil Judgment Search Civil Records Search Civil Super Date Search Record Report Report Report Report Search Civil Records Search Report Search Record Report Search Record Report Search Record Report Search Record Report Report Record Report Re Employment Screening Services People Locator Services for Business Purposes Professional License Verification Public Record Reports Education phone search, name search, reverse phone number search, us search, find a friend, find person, find, find address, find anyone, find zip code, find someone, find phone number, find phone numbers, find Employment Screening Services Criminal Record Search Civil Record Search Driver's License Report Education Verification Employment Verification Professional License Phone Verification Profession Phone Verification Pho locate, locate a person, locate someone, locate an address, locate a friend, locate by phone number, locate an old friend, locate a friend, locate person address, locate address by phone number, locate Verification find friends cell phone directory property locator driv search license plate search employment search find family ssn search ssn verifier social security number verifier friendster friendster net old friend, find a person address, find phone number, find address with phone number, find classmate, find people by phone number, find a person by phone number, find a person phone number, find someones address, find my family, people search, asset search, public records, search, social security people finder, people locator, skip trace, skiptrace, people seacrh, reverse search, phone number search, address search, nearby search, neighborhood search, people search by date of verifier, nanny background check, contractor background check, attorney services, death verification, married name search, birth date search, death search, social security number search, ssn search, ssn search, birth date search, death search, social security number search, ssn search, social security number search, ssn search, and search, death search, death search, death search, social security number search, search, search, search, death search, death search, death search, death search, death search, death search, search, search, search, search, search, death search, death search, death search, s License Verification Professional License Phone Verification Before Selecting a Professional Professional License Phone Verification Civil Judgment Search Civil Records Search UCC Lien Records Neighbors Listing UCC Lien Records Standard People Search (address verification) Public Records Profile Civil Judgment Search Civil Records Search Before Selecting a Professional Professional Professionals Public Record Reports Professional License Phone Verification Professional License Verification Education Verification License Verification Financial Services/Insurance Professionals Banking and Finance License Verification Business Credit Report Civil Judgment Report Civil Records Search Public Record Report Healthcare Professionals Professional License



datafind org, employment search, san verifier, social security number verifier, nanny background check, contractor background check, contractor background check, services, death verification, married name search, people locate, people locate, people locator, skip trace, skiptrace, people search, reverse search, phone number search, search, neithorhood search, people search, find people finder, find people search, neithorhood search, people search, dedress search, neithorhood search, people search, 411 locate, locate person, locate address, locate phone number, locate old friend, locate person address, locate address, locate address, locate address, locate address, locate missing relative, locate phone number, locate phone number, locate phone number, locate phone number, locate military personnel, locate address, locate anyone, find search, reverse phone search, reverse phone number search, find address, find address, find address, find address, find people phone number, find person address, find people phone number, find person n number, ssn, skiptrace, skip trace, attorney, find friends, find family, find people, find assets, cell phone directory, cell phone number search, background check, batch search, court search, court search, court search, deed search, title search, business search, professional license search, license search, deny search, license plate search, background check, property locator, assessment search, real estate search, deed search, title search, business search, professional license search, license plate search, phone number, find person phone number, find missing person, find lost friend, find address phone number, find someones address, find my family



McCARTER & ENGLISH, LLP

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JEM 2 2006

Attorneys for Plaintiff, Cellco Partnership d/b/a Verizon Wireless AT 8:30

WILLIAM T. WALSH CLERK

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY TRENTON DIVISION

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Plaintiffs,

vs.

DATA FIND SOLUTIONS, INC., JAMES KESTER, FIRST SOURCE INFORMATION SPECIALISTS, 1ST SOURCE INFORMATION SPECIALISTS: INC., KENNETH W. GORMAN, STEVEN: SCHWARTZ, JOHN DOES 1-100, AND XYZ CORPS. 1-100,

Defendants.

Civil Action

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF, JURY DEMAND and CERTIFICATIONS (LOCAL RULES 11.2 AND 201.1(d)(3))

Plaintiff CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS (hereinafter "Plaintiff;

"Verizon Wireless," or "the Company"), by and through its undersigned counsel, sues the Defendants, DATA FIND SOLUTIONS, INC. ("Data Find"), JAMES KESTER ("Kester"), FIRST SOURCE INFORMATION SPECIALISTS ("First Source"), 1ST SOURCE INFORMATION SPECIALISTS INC. ("1st Source"), KENNETH W. GORMAN ("Gorman"), STEVEN SCHWARTZ ("Schwartz"), JOHN DOES 1-100 ("Does") AND XYZ

CORPORATIONS 1-100 (collectively "Defendants"), and alleges:

SUMMARY AND NATURE OF THE ACTION

- l. Verizon Wireless brings this action to stop Defendants from obtaining confidential customer information through fraud and deception, and to stop Defendants from advertising and selling such information via their various websites and other means. Defendants attempt to obtain this information by calling Verizon Wireless customer service centers and posing as a Verizon Wireless employee who needs access to confidential customer information. In one common scheme, callers from one or more of the Defendants pose as a Verizon Wireless employee and claims to be calling on behalf of a customer with a disability, whom they also impersonate. This is just one of the many schemes that the Defendants employ to attempt, with occasional success, to fraudulently obtain confidential customer information from Verizon Wireless' customer service representatives ("CSRs").
- 2. The Defendants' fraud is massive and ongoing. In the past months, Defendants have made hundreds of calls to Verizon Wireless customer service centers.
- 3. Verizon Wireless goes to great lengths to ensure that information regarding its customers, including information concerning customers' identity, billing address, and calling records, is maintained in confidence by its CSRs. Verizon Wireless provides its CSRs with extensive training and with detailed instructions concerning the importance and need for customer privacy.
- 4. Notwithstanding these precautions, Defendants continuing scheme threatens to invade the privacy of Verizon Wireless' customers and erode the reputation of Verizon Wireless.
 - 5. Verizon Wireless thus brings this action: (a) to obtain temporary and permanent

injunctive relief to stop the Defendants and their principals, and all acting in concert with them, from engaging in further improper conduct that results in Verizon Wireless suffering immediate, irreparable harm; (b) to seek replevin of all of Verizon Wireless' customer information in the possession of Defendants, regardless of the form or manner of storage, including without limitation Verizon Wireless' customer information existing on Defendants' computers and hard drives; (c) to obtain from Defendants the identities of their customers, and all persons or entities to whom they have communicated or transferred any Verizon Wireless customer information; (d) to seek an order requiring Defendants to account for and to disgorge all profits obtained as a result of their fraud and/or conversion of Verizon Wireless' confidential customer information; (e) to compensate Verizon Wireless for the damages caused by the Defendants' illegal and/or fraudulent conduct; and (f) to obtain such other and further relief as the Court deems equitable and appropriate, including costs and/or attorney's fees as directed by law.

PARTIES, JURISDICTION, AND VENUE

- Verizon Wireless is a Delaware general partnership with its principal place of business at 180 Washington Valley Road, Bedminster, New Jersey 07921.
- 7. Defendant Data Find Solutions, Inc. is a Tennessee corporation with its principal place of business at 2911 Tazewell Pike, Knoxville, Tennessee 37918. Upon information and belief, Data Find Solutions, Inc., either individually or in concert with one or more other Defendants, owned and/or operated websites, including www.locatecell.com, www.celltolls.com, www.datafind.org, and www.peoplesearchamerica.com, which purport to sell wireless telephone records and other confidential customer information over the internet. As described below, Data Find Solutions, Inc. has, through deceit, trickery and dishonesty, obtained Verizon Wireless' private customer information and received proceeds from the sale of such information.

- 8. Defendant James Kester is, upon information and belief, the principal of Data Find Solutions, Inc. with an address at 5336 Summer Rose Boulevard, Knoxville, Tennessee 37918.
- 9. Upon information and belief, Defendant First Source Information Specialists is a Florida corporation with its principal place of business at 7101 W Commercial Boulevard, Tamarac, Florida 33319.
- 10. Defendant 1st Source Information Specialists Inc. is a Florida corporation with its principal place of business at 7361 Granville Drive, Tamarac, Florida 33321. 1st Source is the registrant of the www.datafind.org domain name. The registration of that domain name lists 1st Source's address as 7101 W Commercial Boulevard, Tamarac, Florida 33319, the same as First Source.
 - 11. Upon information and belief, First Source and 1st Source are the same entity.
- 12. Upon information and belief, First Source and 1st Source have the same physical address.
- 13. Upon information and belief, First Source and 1st Source have common ownership, in whole or in part.
- 14. Upon information and belief, First Source and 1st Source, either individually or in concert with one or more other Defendants, owns and/or operates websites, including www.locatecell.com, www.celltolls.com, www.datafind.org, and www.peoplesearchamerica.com, which purport to sell wireless telephone records and other confidential customer information over the internet. Upon information and belief, Data Find Solutions, Inc. recently transferred these websites and operations to 1st Source. As described below, First Source has, through deceit, trickery and dishonesty, obtained Verizon Wireless'

private customer information and received proceeds from the sale of such information.

- 15. Defendant Kenneth W. Gorman is, upon information and belief, a principal of First Source and 1st Source, with an address at 4572 NE Lorraine Circle, Jensen Beach, Florida 34957.
- 16. Defendant Steven Schwartz is, upon information and belief, a principal of First Source and 1st Source, with an address at 7361 Granville Drive, Tamarac, Florida 33321.
- 17. Defendants John Does 1-100, whose identities and addresses are presently unknown to Verizon Wireless, are individuals who, upon information belief, have illicitly attempted to obtain Verizon Wireless' private customer information and/or have received proceeds from the sale of such information.
- Verizon Wireless, are one or more corporations that are affiliated, related to, owned, controlled by, doing business with, or in active concert or participation with, one or more Defendants. The XYZ Corporations, upon information and belief, have illicitly obtained and disseminated Verizon Wireless' private customer information and/or have received proceeds from the sale of such information.
- 19. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a) because the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is between citizens of different states. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over the state law claims.
- 20. This Court has jurisdiction over the Defendants in connection with the claims asserted in this Complaint because Defendants transact business within the state, have committed tortious acts within the state, have committed tortious injury in this state caused by an act or .

omission outside the state and regularly do or solicit business, or engage in other persistent course of conduct or derive substantial revenue from goods used or consumed, or services rendered in this state.

21. Venue is proper in this Court under 28 U.S.C. § 1391 because Defendants have caused tortious injury within the District of New Jersey, and because a substantial part of the events giving rise to the claim occurred in New Jersey, or were directed toward Verizon Wireless in this district.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

- 22. Verizon Wireless is a leading provider of wireless communications, with more than 49 million customers. Verizon Wireless provides these customers with the highest level of customer service by employing approximately 15,000 customer service representatives ("CSRs") who are available by telephone to field inquiries from customers.
- Verizon Wireless' customer service network of CSRs may be accessed by Verizon Wireless customers by calling an 800 number or *611 from a wireless phone. Verizon Wireless' CSRs work directly with Verizon Wireless' customers and are dedicated to providing world-class customer service by answering questions and resolving customer issues quickly and accurately. All newly hired Verizon Wireless CSRs receive four to six weeks of training, which includes training regarding customer privacy issues.
- 24. The wireless phone service industry is very competitive. Thus, maintaining customer satisfaction levels is of vital importance in allowing Verizon Wireless to maintain its preeminence in the market. Having CSRs available by phone to address customer inquiries is an important component of Verizon Wireless' commitment to providing customers the highest level of satisfaction.

- Verizon Wireless spends a significant amount of money to employ and train its CSRs to be available by telephone to field inquiries from customers in a timely, efficient, and effective manner.
- 26. In its customer contracts, Verizon Wireless commits that it will not intentionally share personal information about the customer without his or her permission, except under limited circumstances such as the receipt of legal process requiring the production of such information. CSRs must follow a verification process before providing customer information over the telephone.
- 27. Verizon Wireless also must comply with federal law, including 47 U.S.C. § 222, which requires it to maintain the privacy of customer proprietary network information.
- 28. Verizon Wireless further requires its CSRs to abide by a Code of Business Conduct, which emphasizes the importance of maintaining the confidentiality of its customers' information. Among other things, it provides that:
 - A. Company records of customer information, such as the name and address of the customer, may be disclosed outside the Company only with the customer's consent, in accordance with Company procedures or lawful process such as a subpoena, court order or search warrant; and
 - B. A customer service representative may not access or disclose customer information unless there is a proper business reason or legal process, or give a customer's personal information to a third party without appropriate authorization from the customer in compliance with Company guidelines.
- 29. Despite the precautions taken by Verizon Wireless to preserve the confidentiality of its customers' information, Defendants have made "social engineering" phone calls to Verizon

Wireless customer service centers. In a "social engineering" call, the caller attempts to gain access to confidential information through deceit, often by impersonating a Verizon Wireless customer or employee, or otherwise convincing the CSR to provide private information on an account.

- 30. Defendants' fraudulent calls employ unique patterns of deception, which often involve impersonating a Verizon Wireless employee. In one common pattern, one of the Defendants or its agent poses as a Verizon employee and claims to be calling on behalf of a "voice impaired customer." The "customer," also an impostor, is then brought onto the line but it is nearly impossible to understand what that "voice impaired customer" is saying because his or her speech is distorted, upon information and belief, through the use of some mechanical device. Defendants then attempt to gain access to private information by telling the CSR that the customer has already been "verified." If the CSR insists on obtaining first-hand verification from the customer, the "voice impaired customer" speaks as if he or she is supplying the verifying information to the CSR but he or she cannot be understood due to the distortion on the "customer's" voice. The caller who is posing as a Verizon employee then insists that the customer has been verified and requests confidential information from the CSR.
- 31. Verizon Wireless has identified dozens of calls matching the pattern described above. In many of those instances, Verizon Wireless has determined the originating phone number for the call and obtained a recording of the phone call. Some of the telephone numbers that originated these phone calls include 954-597-7730, 954-597-7732, 954-597-8532, 954-718-0471, 954-718-0474, 954-720-2567, and 954-720-2568. Verizon Wireless has confirmed through Bell South, the phone company that controls these phone numbers, that the subscriber to all of these telephone numbers is Defendant First Source, and that the phone bills for these lines

are sent to First Source at 7101 W Commercial Boulevard, Tamarac, Florida 33319.

- fraudulent call using the scheme described above, with the transcript redacted in part to protect the customer's privacy. This call was received by a Verizon Wireless customer service center on October 10, 2005, and originated from 954-597-7732. The caller posed as a Verizon Wireless employee and claimed to be calling on behalf of a voice impaired customer. No confidential information was disclosed during this call. As stated above, the subscriber to number 954-597-7732 is Defendant First Source Information Specialists, and the phone bills for that line are sent to First Source at 7101 W Commercial Boulevard, Tamarac, Florida 33319.
- As an additional example, Verizon Wireless has attached as Exhibit B a transcript of a fraudulent call using the scheme described above, with the transcript redacted in part to protect the customer's privacy. This call was received by a Verizon Wireless customer service center on October 20, 2005, and originated from 954-597-8532. The caller posed as a Verizon Wireless employee and claimed to be calling on behalf of a voice impaired customer. No confidential information was disclosed during this call. As stated above, the subscriber to number 954-597-8532 is Defendant First Source Information Specialists, and the phone bills for that line are sent to First Source at 7101 W Commercial Boulevard, Tamarac, Florida 33319.
- 34. Defendants also have used other fraudulent social engineering tactics to obtain private, confidential information on Verizon Wireless customers.
- 35. On information and belief, in each of these calls, Defendants have sought to extract confidential information on Verizon Wireless customers, and subsequently provide that information to third parties who have hired Defendants for that purpose.
 - Defendants continue to make a massive number of fraudulent calls to Verizon

Wireless' customer service centers and, unless they are immediately restrained and enjoined from doing so, they will continue to engage in the wrongful conduct to the extreme detriment of Verizon Wireless and its customers. Moreover, Defendants' abuse of the customer service operations of Verizon Wireless detracts from the service provided to legitimate customers with genuine inquiries.

- 37. Defendants' website or websites advertise that they are capable, for a fee, of obtaining private information such as cell phone call records. Attached hereto as Exhibit C are true and correct copies of pages printed from www.locatecell.com, www.celltolls.com, www.datafind.org, and www.peoplesearchamerica.com.
- 38. Defendants have not obtained authorization to access Verizon Wireless' customer accounts from Verizon Wireless, from Verizon Wireless' customers, or from duly issued subpoenas or court orders. Therefore, Defendants or their agents cannot lawfully obtain from Verizon Wireless the confidential customer information and records that they advertise they will obtain.
- 39. Upon information and belief, in some of these calls with CSRs, Defendants' have improperly obtained confidential information about Verizon Wireless customers, and have subsequently provided that illegally obtained information to third parties who have paid Defendants a fee for the improperly obtained Verizon Wireless confidential customer information.
- 40. Defendants' websites continue to advertise their services over the internet and, unless immediately restrained and enjoined from doing so, they will continue to engage in the wrongful conduct to the extreme detriment of Verizon Wireless and its customers.
 - 41. Upon information and belief, some of the Defendants, or all of them, are

collaborating to wrongfully obtain confidential calling records and information to which they are not entitled, to the extreme detriment of Verizon Wireless and its customers.

- 42. Upon information and belief, the Defendants also work with or through other corporate entities and individuals (XYZ Corporations and Does) that collaborate with Defendants to fraudulently obtain confidential information on Verizon Wireless customers.
- 43. Verizon Wireless has been irreparably harmed in a number of ways by

 Defendants' unscrupulous practices pursuant to which Verizon Wireless' CSRs have been duped into providing information to unauthorized individuals, including the following:
 - A. Verizon Wireless' reputation has been severely harmed and the goodwill associated with it has been tarnished to a degree and extent that is incalculable;
 - B. Verizon Wireless' customers whose information has wrongfully been obtained by Defendants have blamed Verizon Wireless, thereby endangering the Company's relationships with its customers; and
 - C. Verizon Wireless' customer-service operations have been compromised by Defendants' deception of its CSRs and abuse of its systems.
- 44. These same defendants have been sued by other wireless carriers in the United States for the same or substantially similar improper activities. One such case is pending in the United States District Court for the Northern District of Georgia (Civil Action No. 1:05-CV-3269-CC.) On January 13. 2006, the Honorable Clarence Cooper issued a Temporary Restraining Order against these same defendants for violating the similar rights of Cingular Wireless, LLC.

COUNT ONE

(Fraud)

- 45. Verizon Wireless hereby incorporates by reference and realleges each and every allegation of the prior paragraphs of the Complaint as if set forth completely herein.
- 46. By calling Verizon Wireless' CSRs and pretending to be Verizon Wireless employees and customers, Defendants, by and through their employees and agents, have made numerous false statements of fact.
 - 47. These statements were known by Defendants to be false when made.
 - 48. Defendants intended Verizon Wireless to rely on these statements.
- 49. The false statements made by Defendants were made for the purpose of inducing Verizon Wireless to act in reliance.
 - 50. Defendants have acted willfully, wantonly, and with malice.
- 51. Verizon Wireless has reasonably relied upon Defendants' false statements, and has been irreparably harmed and damaged as a result.
 - 52. Defendants' actions constitute an actionable fraud.
- 53. If Defendants are not enjoined, Defendants will continue to engage in fraudulent conduct, causing irreparable harm to Verizon Wireless.
- 54. Because Defendants have acted willfully, wantonly, and with malice, Defendants should provide an accounting for, and should be ordered to disgorge, any and all profits wrongfully obtained as a result of their fraud.
- 55. Because Defendants have acted willfully, wantonly, and with malice, Verizon Wireless is entitled to punitive damages in an amount sufficient to deter Defendants from engaging in similar conduct in the future.

COUNT TWO

(Conversion)

- 56. Verizon Wireless hereby incorporates by reference and realleges each and every allegation of the prior paragraphs of the Complaint as if set forth completely herein.
- 57. Defendants have received and are in possession of Verizon Wireless' customer information to which they are not entitled.
- 58. By commercially utilizing Verizon Wireless' confidential customer information and providing it to third parties, Defendants wrongfully have exercised dominion and control over Verizon Wireless' property, thereby depriving Verizon Wireless of its ownership interest. Defendants are not entitled to use Verizon Wireless' property in any way.
- 59. Such actions constitute a conversion of property rightfully belonging to Verizon Wireless.
 - 60. Defendants have acted willfully, wantonly, and with malice.
- 61. As a direct and proximate result of Defendants' conduct, Verizon Wireless has suffered irreparable harm and damages in an amount to be proved at trial.
- 62. Unless they are enjoined, Defendants will continue to convert Verizon Wireless' confidential customer information and thereby cause irreparable harm to Verizon Wireless.
- 63. Because Defendants have acted willfully, wantonly, and with malice, Defendants should provide an accounting for, and should be ordered to disgorge, any and all profits wrongfully obtained as a result of their conversion of Verizon Wireless' confidential customer information.
 - 64. Because Defendants have acted willfully, wantonly, and with malice, Verizon

Wireless is entitled to punitive damages in an amount sufficient to deter Defendants from engaging in similar conduct in the future.

COUNT THREE

(Unfair Competition and Trade Practices)

- 65. Verizon Wireless hereby incorporates by reference and realleges each and every allegation of the prior paragraphs of the Complaint as if set forth completely herein.
- 66. Defendants' behavior constitutes an unconscionable act and practice, and an unfair and deceptive act and practice, in the conduct of trade and commerce.
- 67. Verizon Wireless has expended millions of dollars every year to protect Verizon Wireless' confidential customer information.
- 68. Defendants have engaged in a course of conduct that is intentionally and foreseeably calculated to undermine and/or destroy Verizon Wireless' rights to fully benefit from its ownership rights in and to Verizon Wireless' confidential customer information.
- 69. Defendants intended thereby to seize the value of Verizon Wireless' confidential customer information for its own benefit and indirectly for the benefit of its clients.
- 70. In furtherance of its scheme of unfair competition, Defendants have engaged in the following conduct:
 - A. Misappropriating Verizon Wireless' confidential customer information;
 - Violating confidentiality provisions between Verizon Wireless and its subscribers;
 - C. Inducing and encouraging others to violate confidentiality provisions and to misappropriate Verizon Wireless' confidential customer information;

- D. Using deceptive means and practices in dealing with Verizon Wireless; and
- E. Other methods of unlawful and/or unfair competition.
- 71. Defendants have acted willfully, wantonly, and with malice.
- 72. Unless they are enjoined, Defendants will continue to cause Verizon Wireless irreparable harm.
- 73. As a result of Defendants' behavior, Verizon Wireless has been irreparably harmed and damaged.

COUNT FOUR

(Civil Conspiracy)

- 74. Verizon Wireless hereby incorporates by reference and realleges each and every allegation of the prior paragraphs of the Complaint as if set forth completely herein.
- 75. Upon information and belief, in connection with the foregoing actions,

 Defendants and their customers have entered into agreements or confederations with each other
 and third parties with a common design to engage in an unlawful purpose of converting

 confidential Verizon Wireless customer information, through fraud and/or other unlawful means,
 which agreement has caused Verizon Wireless to suffer irreparable harm and damages.
 - 76. Defendants have acted willfully, wantonly, and with malice.
- 77. In engaging in the foregoing conduct, one or more of the Defendants have engaged in overt acts in furtherance of the conspiracy, which have been the actual and proximate cause of damage to Verizon Wireless.

COUNT FIVE

(Replevin)

- 78. Verizon Wireless hereby incorporates by reference and realleges each and every allegation of the prior paragraphs of the Complaint as if set forth completely herein.
- 79. Defendants have unlawfully received and unlawfully possess Verizon Wireless' customer information to which they are not entitled.
- Wireless' customers and recorded in written form by Defendants, including but not limited to the customers' names, home addresses, calling records, billing addresses, billing records, telephone numbers, and passwords. The value of Verizon Wireless' property is immeasurable and is difficult to ascertain with any certainty.
- 81. The property has not been taken under an execution or attachment against Verizon Wireless' property.
- 82. Verizon Wireless is entitled to the possession of the property as the rightful owner of the property.
- 83. Verizon Wireless is entitled to immediate possession of its customer information as the rightful owner of the property and because Defendants are engaging in conduct that places the confidential information in danger of improperly being used, copied, sold, or otherwise disclosed to third parties.
- 84. Verizon Wireless is entitled to replevin of all of its customer information in the possession of the Defendants, regardless of form or manner of storage, including without limitation Verizon Wireless' customer information existing on Defendants' computers and hard drives.

WHEREFORE, Verizon Wireless prays that judgment be entered in its favor and against Defendants as follows:

- (a) That Defendants and any of their directors, officers, agents, servants, and employees, and those persons and entities in active concert or participation with them, be preliminarily and permanently enjoined from:
 - attempting, directly or indirectly, to obtain any information from Verizon
 Wireless regarding any of Verizon Wireless' customers;
 - (ii) using the name or identity of any Verizon Wireless employee or customer for any purpose;
 - (iii) contacting Verizon Wireless for any reason;
 - (iv) providing any Verizon Wireless customer information currently in their possession to any third parties;
 - advertising that Defendants can or will obtain information regarding
 wireless telephone subscribers, including but not limited to making such
 representations on any website; and
 - (vi) possessing any confidential customer information obtained from VerizonWireless, regardless of form or manner of storage.
- (b) That Defendants be ordered to return to Verizon Wireless all confidential Verizon Wireless customer information in their possession, regardless of the form or manner of storage, including all copies of such information;
- (c) That Defendants be required to account for and to disgorge all profits obtained as

a result of their fraud and/or conversion of Verizon Wireless' confidential customer information;

- (d) That Defendants be ordered to pay Verizon Wireless compensatory and punitive damages, together with interest thereon; and
- (e) That Verizon Wireless be granted such other and further legal and equitable relief against Defendants as the Court deems appropriate, including (i) an accounting of each and every person or entity that has been provided with Verizon Wireless' confidential customer information; and (ii) an award of costs and attorneys' fees.

Dated: January 24, 2006

Respectfully submitted,

McCARTER & ENGLISH, LLP

By Millian

William S. Greenberg William J. Heller

Four Gateway Center

100 Mulberry Street

Newark, New Jersey 07101-0652

(973) 622-4444

Attorneys for Plaintiff,

Cellco Partnership d/b/a Verizon Wireless

JURY DEMAND

Verizon Wireless demands a jury trial pursuant to Rule 38(b) of the Federal Rules of Civil Procedure for all issues so triable.

Dated: January 24, 2006

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(973) 622-4444

Attorneys for Plaintiff, Cellco Partnership d/b/a Verizon Wireless

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

Pursuant to Local Civil Rule 11.2, I hereby certify that the within action is not the subject of any other action pending in any Court, or of any pending arbitration or administrative proceeding.

Dated: January 24, 2006

McCARTER & ENGLISH, LLP

William S. Greenberg

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100 Mulberry Street

Newark, New Jersey 07101-0652

(973) 622-4444

Attorneys for Plaintiff,

Cellco Partnership d/b/a Verizon Wireless

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 201.1(d)(3)

Pursuant to Local Civil Rule 201.1(d)(3), I hereby certify that the damages recoverable in this action exceed the sum of \$150,000, exclusive of interest and costs and any claim for punitive damages.

Dated: January 24, 2006

McCARTER & ENGLISH, LLP

William S. Greenberg

William J. Heller Four Gateway Center

100 Mulberry Street

Newark, New Jersey 07101-0652

(973) 622-4444

Attorneys for Plaintiff, Cellco Partnership d/b/a Verizon Wireless

UNITED STATES OF AMERICA FEDERAL COMMUNICATIONS COMMISSION

CASE NO: EB-05-TC-059

IN RE:

1st Source Information Specialists, Inc.,

Corporate Respondent

MOTION FOR ENLARGEMENT OF TIME

COMES NOW, the Corporate Respondent, 1st Source Information Specialists, Inc., d/b/a locatecell.com, by and through undersigned counsel, and respectfully requests an enlarging the time in which the Corporate Respondent may respond to the Subpoena dated November 15, 2005 up to and including February 3, 2006 as grounds and in support thereof states as follows:

- A Subpoena has been served upon the Corporate Respondent, 1st Source Information Specialists, Inc., d/b/a locatecell.com.
- 1. Undersigned counsel was retained to represent the Corporate Respondent's interests in this matter.
- Undersigned counsel is in the process of reviewing material which will allow counsel to fully advise the Corporate Respondent's position.
- 4. The Corporate Respondent questions the jurisdiction of the FCC over this Corporate Respondent, and is in the process of researching and analyzing Title 47 United States Code sections 222 and 409 and anticipates filing a Motion to quash and/or for a protective Order in the upcoming days.
- 5. The Corporate Respondent is aware of the fact that the Power of Commission to issue subpoenas is not confined to those over whom it may exercise regulatory jurisdiction, rather it extends to any person from whom it can obtain information and documents which are relevant and material to its inquiry; further, such subpoena can be issued by

Commissioner and Commission can otherwise request that one Commissioner do so. Federal Communications Com. v Cohn (1957, DC NY) 154 F Supp 899.

- 6. The Corporate Respondent, on behalf of the corporate client, has discussed this matter with counsel for the officer's of the corporation, who, at this juncture, represent the individuals and have not fully responded to requests for information which shall assist undersigned counsel in assisting the Corporate Respondent in responding to the subpoena and resulting citation.
- 7. A brief enlargement of time is necessary so that the Corporate Respondent can properly respond to these outstanding matters.
- 8. A brief delay in responding shall not prejudice the parties, yet shall allow counsel to fully explore the situation at hand.
- Undersigned counsel has spoken with counsel for the FCC who advised that the FCC objects to the relief requested.

WHEREFORE, based upon the foregoing, the Corporate Respondent, 1st Source Information Specialists, Inc., respectfully requests the time in which a response to the Subpoena may be filed up to and including February 3, 2006.

I HEREBY CERTIFY that a true and correct copy of the above and foregoing was furnished by e-mail and Federal Express this 27th day of January, 2006 to: Donna Cyrus, Senior Attorney Advisor, Room 4-A164, FCC Counsel, FCC 445 12th Street, SW, Washington, DC 20554.

Respectfully submitted,

LAW OFFICES OF PHILIP SCHWARTZ 2000 GLADES ROAD

SUITE 208

BOCA RATON, FL 33431

TELEPHOME: (561) 391-9943

PHILIP SCHWARTZ

FLA. BAR NO: 826154



Universal Communications Co.

2641 North Taft Avenue • Loveland, CO 80538 • (800)806-8722 • www.uccweb.com

April 12, 2006

The Honorable Joe Barton Chairman Committee on Energy & Commerce US House of Representatives Washington, DC 20515-6115

Dear Congressman Barton and Members of the Committee:

We received your letter dated March 31, 2006 and are supplying the enclosed responses. We have attempted to be thorough in all disclosures requested.

We also had a personal meeting with your representatives, Thomas P. Feddo and Clayton Matheson on Thursday April 6, 2006.

Following the discussions with Mr. Feddo and Mr. Matheson, we had an internal discussion regarding our offering of toll records to our subscribers. While we have never been involved in contacting any telephone company and only provide information available to us from third-party vendors, we felt that the discussion indicated that toll records could not be obtained legally, or at least without deception.

Even though we have signed agreements with vendors indicating that they will not violate any laws in obtaining such information, we have voluntarily ceased providing toll-records to any customer or potential customer as of Friday April 7, 2006.

I hope the enclosed information, along with the fact that we have removed ourselves from this flow of information, will be sufficient.

Sincerely.

James E. Welker

President

Committee on Energy & Commerce Response to letter Dated March 31, 2006

GENERAL OVERVIEW OF UNIVERSAL COMMUNICATIONS COMPANY

UCC was formed in 1991 and has specialized over the last 15 years in providing toll-free services to companies throughout North America. Over the past six years, that has expanded into offering data searches.

The company's client base includes banks, credit providers, investigators and repossession companies. Those businesses have a common need. That need is to be able to locate individuals, who do not wish to be found. This can include debtors who have defaulted on loan payments, a purchaser of a vehicle who has stopped paying and has disappeared with the vehicle to avoid repossession, individuals who have defaulted on court ordered child care and alimony, child abductors, those who have "skipped out" on bonds posted to insure a court appearance and many others who are attempting to avoid apprehension.

In the course of providing location services to these industries, customers began asking if UCC offered daily call records from an individual's use of his or her telephone, both land lines and cellular lines. UCC did not offer such service but found that there were numerous vendors who would provide those records.

Using a standard business model: listen to customer's needs, find a legal way to meet those needs and retain a profit - UCC told its customers that it would look into adding those services. UCC contacted several vendors who advertised their ability to provide call records and entered into agreements for the acquisition of that information. Within those agreements, signed by the vendors, the vendors guarantee that their methods of data acquisition comply with all laws, rules and regulations and if they are ever found to be violating any law, they would hold harmless UCC. With this representation of lawful activity made to UCC from those vendors, UCC began offering this service.*

UCC employees have never contacted any telephone company with an attempt to access any records and only used the services of its vendors as a means to remain competitive with the dozens of other companies offering these records to UCC's customers.

UCC has terminated vendor service agreements when it learned that a particular vendor's practices were being challenged as unethical.

UCC has never offered location information to the public or via the internet, where the public may use data to locate someone in order to harm them. UCC customers are in regulated industries and/or are licensed professionals. To the best of UCC's knowledge, no individual has ever been harmed by data obtained from UCC by its customers.

UCC is complying fully with a Congressional Committee's investigation into the methods used by companies and individuals, who access phone records.

^{*} NOTE: After meeting with Thomas Feddo and Clayton Matheson of the House Committee on Energy & Commerce on Thursday, April 6, 2006, UCC immediately, and voluntarily, ceased offering call records to all existing customers and is not offering the services to any new or prospective customers.

Response to Question 1

1A.

UCC provides toll-free numbers to subscribers throughout North America. Individual toll-free numbers are assigned to each subscriber and are used by each subscriber exclusively. The toll-free numbers are answered 24/7 by an automated system which requires the caller to input an ID number, then delivers a recorded message. The content of the recorded messages is controlled by each subscriber. Following the completion of a call to the subscriber's toll-free number, the data from each call is stored and posted for access by the subscriber. This data includes the phone number from which the call was placed, the ID entered by the caller, and the date, time and duration of the call. Additional features allow the caller to leave a voice message or have the call transferred to a subscriber-provide phone number.

1B.

UCC provides pre-paid calling cards which can be acquired by its subscribers for personal use or to be delivered by the subscriber to third parties. Data from calls placed using these calling cards is reported to the subscriber who purchased the specific card. Data includes the date, time and duration of each call, the calling card number used, the phone number from which the call was placed and the phone number to which the call was placed. For law enforcement agencies, with appropriate court authorization, calls may be transferred to the law enforcement agency for recording under Title 6 wire tap authorization.

1C.

UCC provides certain database information to its subscribers. This information includes cross referencing data regarding a targeted individual to develop a more complete dossier on an individual being sought for "wrongdoing." This data can include mailing address, physical address, place of employment, phone numbers, (residential, cell and work), social security number and any public information available through cross-referencing millions of data files. All of the data obtained is purchased through third-party vendors who have entered into agreements with UCC for the provision of such data. Within those agreements, the vendors have represented that they do not violate any laws in the securing of this data.

1D.

UCC provides call records to its subscribers. This information includes the daily call logs from specific telephones (land lines and cellular). This data obtained from third-party vendors who have entered into agreements with UCC for the provision of such data. Within those agreements, the vendors have represented that they do not violate any laws in the securing of this data.

* NOTE: After meeting with Thomas Feddo and Clayton Matheson of the House Committee on Energy & Commerce on Thursday, April 6, 2006, UCC immediately, and voluntarily, ceased offering call records to all existing customers and is not offering the services to any new or prospective customers. Even though UCC vendors had represented that the information they were retrieving was accessed without violation of any law, the Congressional investigators indicated that they believed that was not the case, so UCC terminated the offering of those questionable services.

Response to Question 2

2A.

UCC has maintained a website in the past, uccweb.com, for two purposes: 1) As a portal where UCC subscribers can access records pertaining to call activity on their individual toll-free numbers; 2) As a site where marketing information was published regarding the company and its products. That site did not offerthe public the ability to order data. Only UCC subscribers, pre-screened individuals and companies, are authorized to place data orders.

2B.

UCC is a privately held company with Jim and Claudia Welker owing approximately 70% of the outstanding shares. 1 other individual owns approximately 7% of the outstanding shares, 2 other individuals own approximately 4% each of the outstanding shares, and 13 individuals own approximately 2% or less of the remaining outstanding shares.

2C.

There are only two corporate officers:

Jim Welker, President 1757 Stove Prairie Circle Loveland, CO 80538 Home: (970) 663-3452 Office: (970) 663-1703 X 17 email: jwelker@uccweb.com

Claudia Welker, Secretary 1757 Stove Prairie Circle Loveland, CO 80538 Home: (970) 663-3452

2D.

UCC has 11 employees: (PT) indicates part-time

Dave Adams
Deanna Barricklow (PT)
Cinda Clark (PT)
Larry Clark
Janet Gunderson (PT)
Erin Hickman
Jennifer Moffett
Lisa Rye
Kareen Stadler
Jim Stegner
Jim Welker

2E.

Universal Communications Company has only one location

2641 North Taft Avenue Loveland, CO 80538

2F.

Sales revenue since inception:

Year	Gross Sales	Taxable Income
1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004	\$ 74,296 \$ 433,601 \$ 335,545 \$ 586,639 \$ 657,105 \$ 662,564 \$1,081,857 \$ 616,213 \$1,467,058 \$1,397,852 \$1,450,911 \$1,648,543 \$1,648,543 \$1,621,273 \$1,363,870	\$ (27,894) \$ (160,614) \$ (141,676) \$ (40,676) \$ (19,733) \$ (60,945) \$ 49,383 \$ 1,232 \$ 40,839 \$ (60,081) \$ 60,095 \$ (55,985) \$ (96,939) \$ (19,772)
2005	\$1,174,893	\$ (22,146)

3A

UCC does not engage in the acquisition of personal cell phone records other than to place an order with an approved vendor when those records are requested by an existing UCC subscriber.

Response to Question 4

4A

UCC does not engage in the acquisition of personal cell phone records other than to place an order with an approved vendor when those records are requested by an existing UCC subscriber. Therefore, no UCC employees ever contact any provider of telephone services.

Response to Question 5

5A

The vendors who have provided cell phone records to UCC received company checks to pay invoices submitted to UCC. The vendors are all independent businesses with no relationship to UCC other than that of a provider. The average vendor invoice was \$55.00 per search.

The vendors used for these services over the past year are:

Shaun Cardenas 135-20 NW 10th Street Sunrise, FL 33323

First Source Information Specialists aka Steve Schwartz & Ken Gorman 7101 W. Commercial Drive Suite 4A Tamarac, FL 33321

Finders Information Systems, Inc. PO Box 261 Croton Falls, NY 10512

Steve Genik 356 Colonial Village Drive Lincolnton, NC 28092

J&S Info Brokers 13520 NW 10th Sunrise, FL 33323 Christopher Gorman 6336 Cocoa Lane Apollo Beach, FL 33572

Professional Independent Locators 11240 West 76th Way Arvada, CO 80005

R*R Secretarial, Inc. 17404 Meridian East Suite F Puyallup, WA 98375

Α.

All UCC employees have been disclosed under Question 2D.

All UCC vendors have been disclosed under Question 5A.

The only other individual is a former employee of UCC and now a consultant to the company. He has created, edited and managed the UCC website since its inception.

Brad Parks dba IONIX 2351 E. 110th Drive Northglenn, CO 80233

Response to Question 7

A.

No. UCC has relied solely on representations made to it by vendors regarding their abilities to access phone records through legal means.

Response to Question 8

Α.

As mentioned in paragraph 7 of the General Overview, UCC does not maintain a data broker web site where individuals can place requests for information. Information orders can only be placed with UCC by customers who have entered into a Subscriber Agreement with UCC and have made representations that the data they request is for legitimate business purposes.

The top 20 information search customers by year and by volume are attached on the following 6 pages.

A.

UCC only provides information as a reseller. The vendors used for the acquisition of the information have signed vendor agreements attached hereto.

A.

UCC has not provided information searches for telephone records to any law enforcement agency or regulatory agency.

Response to Question 11

A.

UCC does not acquire information other than through third-party brokers. As such, UCC has no manuals, guideline or training programs regarding the acquisition of such information.

Response to Question 12

Α.

UCC takes no order from the public and provided no method for the public to order via any web site.

Requests fro information made by UCC customers is only processed following the customer's acceptance of a Subscriber Agreement.

Since UCC makes no effort to directly obtain any information, and only orders information searches from third-parties, no consent from owners of phone numbers has ever been sought.





Customer	Customer Number	Info. Volume Total
Name	U03043	\$69,415.00
ord Motor Credit Company	U02515	\$29,967.50
H.I.R. Services	U02212	\$16,372.50
ederal Assurance Corporation	U03115	\$9,425.00
BB&T, PVN 159177	U02008	\$7,512.50
Westside Credit Corporation	U02547	\$5,050.00
J.S. Transnet Corp.	U02511	\$5,000.00
Background Investigative Svcs	U02932	\$4,240.00
nvestigative Specialist, Inc.	U03127	\$4,150.00
Marshall & Ilsley Bank	U03052	\$4,080.00
C & C Investigators, Inc.	U03071	\$3,450.00
Jorge Baro	U02972	\$3,342.50
Ricco Investigations, Inc.	U01091	\$2,665.00
SKIPCO Financial Adjusters, Inc.	U02391	\$2,575.00
PDJ Services	U02620	\$2,165.00
PNI	U03120	\$2,150.00
Terrier Investigation Corp.	U01097	\$2,020.00
McHenry Detective Agency	U01112	\$1,745.00
ESI International, Inc	U03037	\$1,710.00
All Pro Investigations, Inc. International Recovery Systems, Inc	U02317	\$1,695.00

C. A. S.	Customer	Toll Volume
Customer Name	Number	Total
	U03043	\$19,370.00
Ford Motor Credit Company	U02515	\$12,400.00
H.I.R. Services	U02511	\$3,815.00
Background Investigative Svcs.	U03127	\$3,475.00
Marshali & Ilsley Bank	U03052	\$3,455.00
C & C Investigators, Inc.	U03071	\$2,950.00
Jorge Baro	U02932	\$1,930.00
Investigative Specialist, Inc.	U02026	\$1,660.00
Quick Search	U01097	\$1,615.00
McHenry Detective Agency	U03120	\$1,600.00
Terrier Investigation Corp.	U02912	\$1,525.00
ABM Investigations	U02972	\$1,370.00
Ricco Investigations, Inc.	U02972	\$1,350.00
Creative Services, Inc.		\$1,290.00
PNI	U02620	\$1,150.00
L.C.A.	U02784	\$1,110.00
All Pro Investigations, Inc.	U03037	
Fifer Investigations	U02755	\$1,075.00
Hales Investigations	U01809	\$1,050.00
Pankau Consulting	U03041	\$1,000.00
Sacramento Fug Recov Task Force	U02844	\$950.00

Customer	Customer	info. Volume
Name	Number	Total
Piota Services	U03433	\$80,185.40
IIS	U03185	\$52,079.00
Ford Motor Credit Company	U03043	\$50,450.00
PDJ Services	U02391	\$49,601.00
State Farm Bank - DTB	U03145	\$34,439.00
Chrysler Financial	U02709	\$28,100.00
Ashley Norman Associates, Inc.	U01905	\$20,213.00
Chrysler Financial	U02879	\$11,552.00
Federal Assurance Corporation	U02212	\$11,235.50
	U02812	\$10,637.00
Discount Motors	U02547	\$10,510.50
U.S. Transnet Corp.	U02515	\$8,812.50
H.I.R. Services	U03127	\$7,714.50
Marshall & Ilsley Bank	U03115	\$7,200.00
BB&T, PVN 159177	U02972	\$7,076.00
Ricco Investigations, Inc.	U03239	\$5,852.00
Adair & Associates	U03435	\$5,819.00
C.F. Anderson, Pl	U03433	\$5,750.00
A-Plus Investigations, Inc.	U02207	\$5,230.00
A.C. Roman & Associates, Inc.	·	\$5,082.00
R.T.G. Enterprises, Inc.	U01088	დ ნესმ2.00

Customer	Customer	Toll Volume
Name	Number	Total
Ford Motor Credit Company	U03043	\$17,435.00
State Farm Bank - DTB	U03145	\$14,856.00
IIS	U03185	\$11,457 <i>.</i> 00
Piota Services	U03433	\$6,405.00
Ashley Norman Associates, Inc.	U01905	\$6,103.00
Chrysler Financial	U02879	\$5,722.00
C.F. Anderson, PI(Customer Service)	U03435	\$5,328.00
Adair & Associates	U03239	\$4,987.00
Ricco Investigations, Inc.	U02972	\$4,946.00
Discount Motors	U02812	\$4,217.00
Background Investigative Svcs.	U02511	\$3,613.00
R.T.G. Enterprises, Inc.	U01088	\$3,482.00
All Pro Investigations, Inc.	U03037	\$3,433.00
H.I.R. Services	U02515	\$3,200.00
American Investigation	U02994	\$3,045.00
Men In Blue Security	U03313	\$2,939.00
Theo Private Investigator	U02210	\$2,820.00
Pankau Consulting	U03041	\$2,648.00
Lundquist Investigations	U03246	\$2,604.00
Matechecks Services, P.C.	U03415	\$2,566.00

Customer	Customer	Info. Volume
Name	Number	Total
Piota Services	U03433	\$239,156.95
Ashley Norman Associates, Inc.	U01905	\$91,518,00
Chrysler Financial	U02879	\$34,824.00
C.F. Anderson, Pl	U03435	\$33,059.00
IIS	U03185	\$23,490.00
Macks Pickett Investigative Svc.	U03502	\$21,400.00
PDJ Services	U02391	\$16,430.00
State Farm Bank - DTB	U03145	\$16,1 <u>95.0</u> 0
RWS of Athens, Inc.	U03102	\$15,850.00
Ricco Investigations, Inc.	U02972	\$12,469.00
Joe O'Brien Investigations, Inc.	U03408	\$11,423.00
Motorists Acceptance Corp.	U03638	\$10,055.00 ·
Mate Check	U03497	\$9,682.00
R.T.G. Enterprises, Inc.	U01088	\$8,877.00
American Honda Finance Corp.	U03628	\$8,459.00
American Lenders Svc. Co.	U03166	\$7,460.00
Advanced Surveillance Group	U03515	\$7,402.00
Aardvark Bailbonds	U03158	\$6,792.00
SAFCO	U03633	\$6,419.00
Federal Assurance Corporation	U02212	\$6,223.00

Customer	Custemer	Tel! Volume.
Name	Number	Total
Piota Services	U03433	\$28,875.00
C.F. Anderson, PI	U03435	\$24,375.00
Chrysler Financial	U02879	\$19,174.00
Macks Pickett Investigative Svc.	U03502	\$16,966.00
Ricco Investigations, Inc.	U02972	\$8,999.00
Ashley Norman Associates, Inc.	U01905	\$8,140.00
Mate Check	U03497	\$7,247.00
R.T.G. Enterprises, Inc.	U01088	\$6,559.00
RWS of Athens, Inc.	U03102	\$6,460.00
Investors Equity Corp.	U03561	\$5,353.00
ABM Investigations	U02912	\$5,273.00
Claims Bureau, Inc.	U02086	\$4,496.00
Torrez Investigations, Inc.	U03533	\$4,405.00
Corpa Investigation	U02258	\$4,305,00
Tom Finley Investigations	U03527	\$4,223.00
PDJ Services	U02391	\$4,220.00
Adair & Associates	U03239	\$3,856.00
Aardvark Bailbonds	U03158	\$3,667.00
Pickard & Associates, Inc.	U03640	\$3,588.00
Hales Investigations	U01809	\$3,286.00

Customer	Customer	Info. Volume
Name	Number	Total
Piota Services	U03433	\$149,435.00
Ashley Norman Associates, Inc.	U01905	\$92,635.00
RWS of Athens, Inc.	U03102	\$30,338.00
American Honda Finance Corp.	U03628	\$29,808.00
PDJ Services	U02391	\$23,370.00
SAFCO	U03633	\$20,007.00
Leonard Padilla	U01230	\$15,632.00
Macks Pickett Investigative Svc.	U03502	\$12,997.00
Paramount Research & Recovery, Inc.	U02880	\$12,968.00
IIS	U03185	\$12,458.00
C.F. Anderson, PI	U03435	\$12,313.00
State Farm Bank - DTB	U03145	\$10,820.00
20/20 Information	U02815	\$10,5 4 5.00
Motorists Acceptance Corp.	U03638	\$10,185.00
Professional Independent Locators	U03462	\$10,094.58
Pickard & Associates, Inc.	U03640	\$8,881.00
Larry Long & Associates, Inc	U04017	\$7,935.00
Trace Investigation Services, Inc.	U01110	\$6,970.00
Claims Bureau, Inc.	U02086	\$6,594.00
All Pro Investigations, Inc.	U03037	\$6,408.00

Customer	Customer	Toll Volume
Name	Number	Total
RWS of Athens, Inc.	U03102	\$18,924.00
Leonard Padilla	U01230	\$11,972.00
PDJ Services	U02391	\$11,095.00
Piota Services	U03433	\$8,420.00
Macks Pickett Investigative Svc.	U03502	\$8,012.00
Pickard & Associates, Inc.	U03640	\$6,334.00
Godfather's Bail Bonds	U02162	\$5,690.00
C.F. Anderson, PI	U03435	\$5,315.00
SAFCO	U03633	\$5,302.00
20/20 Information	U02815	\$5,273.00
Trace Investigation Services, Inc.	U01110	\$4,720.00
All Pro Investigations, Inc.	U03037	\$4,500.00
ABM Investigations	U02912	\$4,231.00
Don Taylor & Associates, Inc.	U03256	\$4,057.00
The Fred Hosey Det. Ag'cy	U03836	\$3,916.00
CRS & Associates	U03362	\$3,643.00
Williams Investigations, LLC	U03748	\$3,379.00
American Honda Finance Corp.	U03628	\$3,078.00
Silverman Associates, Inc.	U03329	\$2,827.00
RBI, Inc.	U03104	\$2,800.00



From Jim Stegner @ UCU 19701689-170원 To Steve

Date 2/18/03 Time 7:35:16 AM

Page 2 of 2

UNIVERSAL COMMUNICATIONS COMPANY VENDOR AGREEMENT

The following Vendor Agreement made this 18 day	of Feb be	rween Universal Communications
Company (UCC), and Server S	hwatt_	(VENDOR)
		ST.): 121P): 3332/
(PHONE): 954-532-0068	(FAX): 954	532-2980
(EMAIL): Nevets 068 @ AOL.	ion	and the same and t
hereafter referred to as Vendor, provides for the follow	ing.	
Troop I in the State Contain information from Van	doe so described on th	a attached Vendor Services Desci

UCC desires to obtain certain information from Vendor, as described on the attached Vendor Services Description document, in order to resell that information to third parties. Vendor desires to provide said information and hereby offers to UCC a wholesaler relationship whereby UCC can acquire said services from Vendor at rates lower than those available to individual client customers. Rates and terms are subject to negotiation and may change from time to time for various reasons. Specific rates shall be agreed upon under separate document.

- 1.) UCC and the Vendor shall each act as independent contractors at all times and there shall be nothing herein deemed to create a partnership, joint venture, or any other relationship, other than independent contractor relationship, between Vendor and UCC. Any such implication or intent is hereby expressly disclaimed by both parties.
- 2.) If either party is delayed in its performance, or prevented entirely or in part from performing, due to causes or events beyond its reasonable control, including and without limitation. Acts of God, interruption of power or other utility, transportation or communications services, acts of civil or military authority, sabotages, national emergencies, war, explosions, flood, accident, earthquake or other catastrophe, fire, strike or other labor problem, legal action, present or future law, government order, rule or regulation, or shortages of suitable parts, materials, labor or transportation, such delay or non-performance shall be excused and the reasonable time for performance in connection with this Agreement shall be extended to include the period of such delay or non-performance. The party affected by such an event, shall notify the other party within twenty-four (24) hours after such event occurred and shall continue to update the other party on the determination for recovery from such an event.
- 3.) The Vendor shall abide by all applicable state and federal laws regarding the collection and dissemination of consumer information, including laws regarding privacy and harassment, and will hold UCC harmless against any and all claims that the Vendor's collection of such data violates any such act, law or regulation.
- 4.) UCC acknowledges that subject only to the permission granted under this Vendor Agreement for the use of the information provided. Vendor is the owner of all rights in any technology, systems or program used by Vendor for acquisition of information and UCC agrees they will not appropriate, use, or otherwise obtain from Vendor any interest in any such program, system or technology.
- 5.) The parties agree any suit or judicial proceeding arising from this Agreement or pertaining to the subject matter hereof shall be instituted only in the courts of Larimer County, Colorado and the parties waive any objection to such jurisdiction and venue. This agreement shall be construed in accordance with Colorado law.
- 6.) The Vendor agrees to indennify and hold UCC harmless from and against all lawsuits, claims, losses, judgments, damages, settlements and expenses (including reasonable attorneys' fees) arising by reason of:

 (A) the negligence or willful acts of Vendor including, but not limited to third party claims or other injury to persons, property or business entities, and:

 (B) claims concerning the methods used by Vendor in the collection of said information, including but not limited to claims of defamation, harassment, unfair practices or invasion of privacy.

7.) UCC shall have no liability with respect to its obligations under this agreement, for indirect, special, incidental or consequential damages.

For LCC
Print Name JIM WELKE Print Name Steven Shugh?

The following Vendor Agreement made this 29 day of March, 2004, between Universal Communications
Company (UCC), and RER Research (VENDOR)
(STREET): 441 S Merichan (CITY): Puyallup ST.): WA (ZIP): 9837
(PHONE): 253-875 3015 (FAX): 253-875 ,3016
(EMAIL): (TAX ID# if Company - OR SS# if individual): hereafter referred to as Vendor, provides for the following:
UCC desires to obtain certain information from Vendor, as described on the attached Vendor Services Description document, in order to resell that information to third parties. Vendor desires to provide said information and hereby offers to UCC a wholesaler relationship whereby UCC can acquire said services from Vendor at rates lower than those available to individual client customers. Rates and terms are subject to negotiation and may change from time to time for various reasons. Specific rates shall be agreed upon under separate document.
1.) UCC and the Vendor shall each act as independent contractors at all times and there shall be nothing herein deemed to create a partnership, joint venture, or any other relationship, other than independent contractor relationship, between Vendor and UCC. Any such implication or intent is hereby expressly disclaimed by
both parties. 2.) If either party is delayed in its performance, or prevented entirely or in part from performing, due to causes or events beyond its reasonable control, including and without limitation, Acts of God, interruption of power or other utility, transportation or communications services, acts of civil or military authority, sabotages, national emergencies, war, explosions, flood, accident, earthquake or other catastrophe, fire, strike or other labor problem, legal action, present or future law, government order, rule or regulation, or shortages of suitable parts, materials, labor or transportation, such delay or non-performance shall be excused and the reasonable time for performance in connection with this Agreement shall be extended to include the period of such delay or non-performance. The party affected by such an event, shall notify the other party within twenty-four (24) hours after such event occurred and shall continue to update the other party on the determination for recovery
from such an event. 3.) The Vendor shall abide by all applicable state and federal laws regarding the collection and dissemination of consumer information, including laws regarding privacy and harassment, and will hold UCC harmless against any and all claims that the Vendor's collection of such data violates any such act, law or regulation. 4.) UCC acknowledges that, subject only to the permission granted under this Vendor Agreement for the use of
Vendor for acquisition of information and UCC agrees they will not appropriate, use, or otherwise obtain
5.) The parties agree any suit or judicial proceeding arising from this Agreement or pertaining to the subject matter hereof shall be instituted only in the courts of Larimer County, Colorado and the parties waive any chiestian to such jurisdiction and venue. This agreement shall be construed in accordance with Colorado law.
6.) The Vendor agrees to indemnify and hold UCC harmless from and against all lawshis, claims, losses, judgments, damages, settlements and expenses (including reasonable attorneys' fees) arising by reason of: (A) the negligence or willful acts of Vendor including, but not limited to third party claims or other injury to persons, property or business entities, and; (B) claims concerning the methods used by Vendor in the collection of said information, including but not limited to claims of defamation, harassment, unfair practices or invasion of privacy.
7.) UCC shall have no liability with respect to its obligations under this agreement, for indirect, special, incidental or consequential damages.
HEK Kosearch ->
For: UCC Print Name Print Name Date Print Name
UCC 16/11 North Tall Avenue Loveland, CO 80538 • (970) 663-1703 • FAX (970) 663-1708

The following Vendor Agreement made this 3 day of June. 2003 between Universal Communications Company (UCC), and FAST Finds Inframe Tion Services (NENDOR) (STREET): 8830 N.W. 15 CT. (CITY) Endeure St.). F1 (ZIP): 33024 (PHONE): 954-499-5936 (FAN 954) 499-5934	PEONIES
(PHONE): 954-499-5936 (FAX/S4) (EMAIL)249manace (TAX ID= if Company - OR SS= if individual): 14 hereafter referred to as Vendor, provides for the following:	PEV
the state of the s	

UCC desires to obtain certain information from Vendor, as described on the attached Vendor Services Description document, in order to resell that information to third parties. Vendor desires to provide said information and hereby offers to UCC a wholesaler relationship whereby UCC can acquire said services from Vendor at rates lower than those available to individual client customers. Rates and terms are subject to negotiation and may change from time to time for various reasons. Specific rates shall be agreed upon under separate document.

- 1.) UCC and the Vendor shall each act as independent contractors at all times and there shall be nothing herein deemed to create a partnership, joint venture, or any other relationship, other than independent contractor relationship, between Vendor and UCC. Any such implication or intent is hereby expressly disclaimed by both parties.
- 2.) If either party is delayed in its performance, or prevented entirely or in part from performing, due to causes or events beyond its reasonable control, including and without limitation. Acts of God, interruption of power or other utility, transportation or communications services, acts of civil or military authority, sabotages, national emergencies, war, explosions, flood, accident, earthquake of other catastrophe, fire, strike or other labor problem, legal action, present or future law, government order, rule or regulation, or shortages of suitable parts, materials, labor or transportation, such delay or non-performance shall be excused and the reasonable time for performance in connection with this Agreement shall be extended to include the period of such delay or non-performance. The party affected by such an event, shall notify the other party within twenty-four (24) hours after such event occurred and shall continue to update the other party on the determination for recovery from such an event.
- 3.) The Vendor shall abide by all applicable state and federal laws regarding the collection and dissemination of consumer information, including laws regarding privacy and barassment, and will hold UCC harmless against any and all claims that the Vendor's collection of such data violates any such act, law or regulation.
- 4.) UCC acknowledges that, subject only to the permission granted under this Vendor Agreement for the use of the information provided, Vendor is the owner of all rights in any technology, systems or program used by Vendor for acquisition of information and UCC agrees they will not appropriate, use, or otherwise obtain from Vendor any interest in any such program, system or technology.
- 5.) The parties agree any suit or judicial proceeding arising from this Agreement or pertaining to the subject matter hereof shall be instituted only in the courts of Larimer County, Colorado and the parties waive any objection to such jurisdiction and venue. This agreement shall be construed in accordance with Colorado law.
- 6.) The Vender agrees to indemnify and hold UCC harmless from and against all lawsuits, claims, losses, judgments, damages, settlements and expenses (including reasonable attorneys' fees) arising by reason of: (A) the negligence or willful acts of Vender including, but not limited to third party claims or other injury to persons, property or business entities, and: (B) claims concerning the methods used by Vender in the collection of said information, including but not limited to claims of defamation, harassment, unfair practices or invasion of privacy.

7.) UCC shall have no liability with respect to its obligations under this agreement, for indirect, special, incidental or consequential damages.

For: VCC JIM WELKER Date

For: Vendor Robert Corner Date 6-1-03
Print Name Robert Corner

The following Vendor Age	reement made this	2 day of _ N	مل betv	veen Universal C	orrmunications
Company (UCC), and	Kenni	2 port		(VEN	DOR)
(STREET): 574 S	E maple to	CITAL C	+ 5 Flace	ST.); CL (ZUP);	34983
001	6 878 67			me	
(PHONE):		(į	
(EMAIL): hereafter referred to as Ve	Tree trui		B) 1701	.com	
hereafter releated to as ve	ncor, provides for th	e following:			
UCC desires to obtain cert document, in order to rea hereby offers to UCC a v lower than those available change from time to time if	ell that information wholesaler relationals to individual client	to third parties. up whereby UCC customers. Rat	Vendor desires can acquire sai es and terms are	to provide said : id services from : subject to nego	vendor at rates tration and may
1.) UCC and the Vendor selectionship, between both parties.	shall each act as inder rtnership, loint vent	ependent contract	ors at all times of	and there shall be her than indepen	e nothing herein dent contractor
2.) If either party is delayed events beyond its reasonther utility, transports emergencies, war, exproblem, legal action, parts, materials, labor time for performance if or non-performance. Thours after such event from such an event.	onable control, inclu- ation or communication or communications, flood, acci- present or future la- or transportation, su- in connection with the occurred and shall of	ding and without ions services, acts dent, earthquake w, government out delay or non- as Agreement shall such an event, shouth an event which are event.	limitation, Acts of civil or milit or other catastrader, rule or regoerformance shall be extended to tall notify the other party of	of God, interrupt ary authority, sat ophe, fire, strike pulation, or short ill be excused and include the perioder party within the determinat	tion of power or lotages, national e or other labor ages of suitable d the reasonable od of such delay twenty-four (24) ion for recovery
 The Vendor shall abide consumer information, any and all claims that 	including laws regar	rding privacy and	barasament, and	will hold UCC I	harmless against
4.) UCC acknowledges the the information provid Vendor for acquisition from Vendor any inter-	at, subject only to the led, Vendor is the or a of information and	e permission gra- wner of all rights UCC agrees the	nted under this in any technology by will not appro-	Vendor Agreemen ogy, systems or p	nt for the use of program used by
 The parties agree any matter hereof shall be objection to such jurisc 	instituted only in th	ne courts of Larir	ner County, Col	orado and the pa	irties waive any
6.) The Vendor agrees to judgments, damages, s (A) the negligence or v persons, property or l collection of said infor	indemnify and hol ettlements and expensional villful acts of Vendo business entities, an mation, including bu	d UCC harmless nees (including or including, but it id; (B) claims of	s from and againment of immediately and the immediate of	inst all lawsuits, neys' fees) arisin nd party claims on nethods used by	claims, losses, ig by reason of: ir other injury to Vendor in the
or invasion of privacy. 7.) UCC shall have no liab or consequential darks:	ility with respect to r	ts obligations und	ler this agreemen	nt, for indirect, sp	ecial, incidental
KWE	1/1/2/	1/12/02		NUV 12	- 02
For: UCC		Date	For: Vesdor Print Name		Corman

UCC • 2541 North Taft Avenue • Loveland, CO 80538 • (970) 563-1703 • FAX (970) 563-1708

UNIVERSAL COMMUNICATIONS COMPANY VENDOR AGREEMENT 266-4742
The following Vendor Agreement made this L day of OCT between Enversal Communications Company (UCC), and Christopher Comman (VENDOR) (STREET) 165 h16/10g RM (CITY), E11744 ST.) 65 (ZIP) 30 540 (PHONE) 7066363815 (144), 7066363819
(FMAIL):
UCC desires to obtain certain information from Vendor, as described on the anached Vendor Services poscription document, in order to resell that information to third parties Vendor desires to provide said information and hereby offers to UCC a wholesaler relationship whereby UCC can acquire said services from Vendor at rates lower than those available to individual client customers. Rates and terms are subject to negotiation and may change from time to time for various reasons. Specific rates shall be agreed upon under separate document.
1.) UCC and the Vender shall each act as independent contractors at all times and there shall be nothing herein deemed to create a partnership, joint venture, or any other relationship, other than independent contractor deemed to create a partnership, joint venture, or any other relationship, other than independent contractor deemed to create a partnership, joint venture, or any other relationship, other than independent contractors at all times and there shall be nothing herein deemed to create a partnership, joint venture, or any other relationship, other than independent contractors at all times and there shall be nothing herein deemed to create a partnership, joint venture, or any other relationship, other than independent contractors at all times and there shall be nothing herein deemed to create a partnership, joint venture, or any other relationship, other than independent contractors at all times and there is a partnership deemed to create a partnership, joint venture, or any other relationship, other than independent contractors at all times and the contractors at a partnership deemed to create a partnership deemed to cr
both parties. 2.) If either party is delayed in its performance, or prevented entirely or in part from performing, due to causes or events beyond its reasonable comrol, including and without limitation. Acts of God, interruption of power of events beyond its reasonable communications services, acts of civil or military authority, sabotages, national other utility transportation or communications services, acts of civil or military authority, sabotages, national emergencies, war, explosions, flood, accident, earthquake or other catastrophe, fire, strike or other laborated problem, legal action, present or future law, government order, rule or regulation, or shortages of suitable parts, materials, labor or transportation, such delay or non-performance shall be excused and the reasonable time for performance in connection with this Agreement shall be extended to include the period of such delay or non-performance. The party affected by such an event, shall notify the other party within twenty-four (24 hours after such event occurred and shall continue to update the other party on the determination for recover
from such an event. 3.) The Vendor shall abide by all applicable state and federal laws regarding the collection and dissemination of consumer information, including laws regarding privacy and harassment, and will hold t.CC harmless again consumer information, including laws regarding privacy and harassment, and will hold t.CC harmless again any and all claims that the Vendor's collection of such as violates any such act, law or regulation.
4.) UCC acknowledges that subject only to the permission granted action that the information provided. Vendor is the owner of all rights in any technology, systems or program used to the information provided. Vendor for acquisition of information and UCC agrees they will not appropriate, use, or otherwise ober Vendor for acquisition of information and UCC agrees they will not appropriate, use, or otherwise ober
5.) The parties agree any suit or judicial proceeding arising from this Agreement of pertaining to the save at matter hereof shall be instituted only in the courts of Larimer County. Colorado and the parties waive at matter hereof shall be instituted only in the courts of Larimer County. Colorado and the parties waive at the construed in accordance with Colorado law.
6.) The Vendor agrees to indemnify and hold UCC harmless from and against all lawsuita, claims, losse judgments, damages, settlements and expenses (including reasonable attorneys fees) arising by reason (A) the negligence or willful acts of Vendor including, but not limited to third party claims or other injury persons, property or business entities, and; (B) claims concerning the methods used by Vendor in the collection of said information, including but not limited to claims of defamation harassment, unfair practic or invasion of privacy.
7.) ICC shall have no liability with respect to its obligations under this agreement, for indirect, special, inciden or consequential samages.

JCC • 2641 North Taft Avenue • Loveland, CO 80538 • (970) 663-1703 • FAX (970) 663-1708

For: Vendor

Print Name

Date

AWelker

VENDOR PICTURE IN	
The following Vendor Agreement made this Ly day of JAD., 2000, between Universal Communications	
Company (UCC), and Steven CENIK (VENDOR)	
Company (UCC), and Steven CENIK (VENDOR) (STREET): 87 ON throw St. (CITY): Station St.): Ny (ZIP): /17.7	6
(PHONE): 631 828 2479 (FAX): 631 476 3596	- AL
(EMAIL): 6 M 652 1 60 ACT CONT (TAX ID# if Company - OR SS# if individual): 012 thereafter referred to as Vendor, provides for the following:	ZEDAL
UCC desires to obtain certain information from Vendor, as described on the attached Vendor Services Description document, in order to resell that information to third parties. Vendor desires to provide said information and hereby offers to UCC a wholesaler relationship whereby UCC can acquire said services from Vendor at rates lower than those available to individual client customers. Rates and terms are subject to negotiation and may change from time to time for various reasons. Specific rates shall be agreed upon under separate document.	
1.) UCC and the Vendor shall each act as independent contractors at all times and there shall be nothing herein deemed to create a partnership, joint venture, or any other relationship, other than independent contractor relationship, between Vendor and UCC. Any such implication or intent is hereby expressly disclaimed by	
both parties. 2.) If either party is delayed in its performance, or prevented entirely or in part from performing, due to causes or events beyond its reasonable control, including and without limitation, Acts of God, interruption of power or other utility, transportation or communications services, acts of civil or military authority, sabotages, national emergencies, war, explosions, flood, accident, earthquake or other catastrophe, fire, strike or other labor problem, legal action, present or future law, government order, rule or regulation, or shortages of suitable parts, materials, labor or transportation, such delay or non-performance shall be excused and the reasonable time for performance in connection with this Agreement shall be extended to include the period of such delay or non-performance. The party affected by such an event, shall notify the other party within twenty-four (24) hours after such event occurred and shall continue to update the other party on the determination for recovery	:
from such an event. 3.) The Vendor shall abide by all applicable state and federal laws regarding the collection and dissemination of consumer information, including laws regarding privacy and harassment, and will hold UCC harmless against	
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5.) The parties agree any suit or judicial proceeding arising from this Agreement or pertaining to the subject	
objection to such jurisdiction and venue. This agreement shall be construed in accordance with Colorado law. 6.) The Vendor agrees to indemnify and hold UCC harmless from and against all lawsuits, claims, losses, judgments, damages, settlements and expenses (including reasonable attorneys' fees) arising by reason of (A) the negligence or willful acts of Vendor including, but not limited to third party claims or other injury to persons, property or business entities, and; (B) claims concerning the methods used by Vendor in the collection of said information, including but not limited to claims of defamation, harassment, unfair practices or invasion of privacy.	
7.) UCC shall have no liability with respect to its obligations under this agreement, for indirect, special, incidenta	į
or consequential damages	24/06
Print Name Jim wexer Date Print Name Steven Cerrix	i

DIRECT S. Stagent

	VENDOR /.GREEN	MENT	V	د کری سما
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The following Vendor Agreemen	n made this 4 day of April 2	NL between Unite	rsal Communications	
Commany (UCC), and Ken	GURMAN + Steven	Schwart 2	(VENDOR)	
2361 Rel	whene RD 10 17 W.	PB SI; ft	. (ZIP): 33 YUG.	
501 L	reduce (21) (CIV) W. 841.8 — (FAX) -	561-688	r-2055	
(PHONE) SOLETONS	841.8	· A -		
hereafter referred to as Vendor,	provides for the following	<u> </u>	and the second s	
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deemed to create a partner relationship, between Vene	l cach act as independe t contracto ership, joint venture, or any other for and UCC. Any such implica			
events beyond its reasonal other utility, transportation emergencies, war, explosi problem, legal action, preparts, materials, labor or time for performance in control performance. The hours after such event occurs	its performance, or pre-ented entirelie control, including and without lie or communications ser lices, licts ons, flood, accident, es thquase of sent or future law, government or transportation, such delay or non-pentection with this Agree nent shall narty affected by such a sevent, when the largest and shall continue to update the control of the c	of civil or mintary or other catastrophe, der, rule or regulation of the catastrophe, derivation of the catastrophe, derivation of the catastrophe, and the catastrophe catast	authority, sabotages, nari fire, strike or other it on, or shortages of suit excused and the reason ade the period of such o party within twenty-four	ionai a'not table nable iciay (24)
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5.) The parties agree any su	any such program, system or because or judicial proceeding ansing frostituted only in the court of Laring and venue. This agreen on shall be	om inis Agreement ver County Colorad		bject any
6.) The Vendor agrees to the judgments, damages, settle (A) the negligence or will	ndemnify and hold UC: harmless ements and expenses (1 soluding natural acts of Vendor including, but rainess entities, and; (B) claims coupling, including but not lighted to compon, including but not lighted to compon,	easonable anorneys' to limited to third p	fees) arising by reason party claims or other inju- ids used by Vendor in	ry to
or invasion of privacy. 7.) UCC shall have no liabili	ty with respect to its oblitations und			
or consequential damages.	•	Jun	ah-a19	
Tim Star		The	Z	4/4/0
For: L'Cd	Dute 4/4/0>	For: Vendor Prir Macie 3	teres Schwar	Jule 12

UCC • 2641 North Taft Averue • Loveland, C D 80538 • (970) 663-1703 • FAX (970) 663-1708

VENDE CARDEZ

UNIVERSAL COMMUNICATIONS COMPANY VENDOR AGREEMENT

The following Vendor Agreement made this Daday of Da 2006 between Universal Communications	
Company (UCC), and Maller Cardenax (VENDOR)	
(STREET):	
(PHONE): 954-846-9509 (FAX): 954-846-9509	2 EDACTE
(EMAIL): (TAX ID# if Company - OR SS# if individual): 5.28- hereafter referred to as Vendor, provides for the following:	\$ spr
UCC desires to obtain certain information from Vendor, as described on the attached Vendor Services Description	

document, in order to resell that information to third parties. Vendor desires to provide said information and hereby offers to UCC a wholesaler relationship whereby UCC can acquire said services from Vendor at rates lower than those available to individual client customers. Rates and terms are subject to negotiation and may change from time to time for various reasons. Specific rates shall be agreed upon under separate document.

- 1.) UCC and the Vendor shall each act as independent contractors at all times and there shall be nothing herein deemed to create a partnership, joint venture, or any other relationship, other than independent contractor relationship, between Vendor and UCC. Any such implication or intent is hereby expressly disclaimed by both parties.
- 2.) If either party is delayed in its performance, or prevented entirely or in part from performing, due to causes or events beyond its reasonable control, including and without limitation, Acts of God, interruption of power or other utility, transportation or communications services, acts of civil or military authority, sabotages, national emergencies, war, explosions, flood, accident, earthquake or other catastrophe, fire, strike or other labor problem, legal action, present or future law, government order, rule or regulation, or shortages of suitable parts, materials, labor or transportation, such delay or non-performance shall be excused and the reasonable time for performance in connection with this Agreement shall be extended to include the period of such delay or non-performance. The party affected by such an event, shall notify the other party within twenty-four (24) hours after such event occurred and shall continue to update the other party on the determination for recovery from such an event.
- 3.) The Vendor shall abide by all applicable state and federal laws regarding the collection and dissemination of consumer information, including laws regarding privacy and harassment, and will hold UCC harmless against any and all claims that the Vendor's collection of such data violates any such act, law or regulation.
- 4.) UCC acknowledges that, subject only to the permission granted under this Vendor Agreement for the use of the information provided, Vendor is the owner of all rights in any technology, systems or program used by Vendor for acquisition of information and UCC agrees they will not appropriate, use, or otherwise obtain from Vendor any interest in any such program, system or technology.

5.) The parties agree any suit or judicial proceeding arising from this Agreement or pertaining to the subject matter hereof shall be instituted only in the courts of Larimer County, Colorado and the parties waive any objection to such jurisdiction and venue. This agreement shall be construed in accordance with Colorado law.

6.) The Vendor agrees to indemnify and hold UCC harmless from and against all lawsuits, claims, losses, judgments, damages, settlements and expenses (including reasonable attorneys' fees) arising by reason of:

(A) the negligence or willful acts of Vendor including, but not limited to third party claims or other injury to persons, property or business entities, and; (B) claims concerning the methods used by Vendor in the collection of said information, including but not limited to claims of defamation, harassment, unfair practices or invasion of privacy.

7.) UCC shall have no liability with respect to its obligations under this agreement, for indirect, special, incidental

For: UCC Print Name Date Print Name SHAW CATOLOGY

UCC • 2641 North Taft Avenue • Loveland, CO 80538 • (970) 663-1703 • FAX (970) 663-1708

The following Vendor Agreement made this 31st_day of December, 2003, between Universal Communications

Company (UCC), and Professional Independent Locators, 11240 W. 76th Way, Arvada, CO 80005 (303) 420-3524; email: pilocators@hotmail.com (TAX ID#): 20-4564760, hereafter referred to as Vendor, provides for the following:

UCC desires to obtain certain information from Vendor, as described on the attached Vendor Services Description document, in order to resell that information to third parties. Vendor desires to provide said information and hereby offers to UCC a wholesaler relationship whereby UCC can acquire said services from Vendor at rates lower than those available to individual client customers. Rates and terms are subject to negotiation and may change from time to time for various reasons. Initial rates are attached hereto as SCHEDULE A.

- UCC and the Vendor shall each act as independent contractors at all times and there shall be nothing herein deemed to create a partnership, joint venture, or any other relationship, other than independent contractor relationship, between Vendor and UCC. Any such implication or intent is hereby expressly disclaimed by both parties.
- 2.) If either party is delayed in its performance, or prevented entirely or in part from performing, due to causes or events beyond its reasonable control, including and without limitation, Acts of God, interruption of power or other utility, transportation or communications services, acts of civil or military authority, sabotages, national emergencies, war, explosions, flood, accident, earthquake or other catastrophe, fire, strike or other labor problem, legal action, present or future law, government order, rule or regulation, or shortages of suitable parts, materials, labor or transportation, such delay or non-performance shall be excused and the reasonable time for performance in connection with this Agreement shall be extended to include the period of such delay or non-performance. The party affected by such an event, shall notify the other party within twenty-four (24) hours after such event occurred and shall continue to update the other party on the determination for recovery from such an event.
- 3.) The Vendor shall abide by all applicable state and federal laws regarding the collection and dissemination of consumer information, including laws regarding privacy and harassment, and will hold UCC harmless against any and all claims that the Vendor's collection of such data violates any such act, law or regulation.
- 4.) UCC acknowledges that, subject only to the permission granted under this Vendor Agreement for the use of the information provided, Vendor is the owner of all rights in any technology, systems or program used by Vendor for acquisition of information and UCC agrees they will not appropriate, use, or otherwise obtain from Vendor any interest in any such program, system or technology.
- 5.) The parties agree any suit or judicial proceeding arising from this Agreement or pertaining to the subject matter hereof shall be instituted only in the courts of Larimer County, Colorado and the parties waive any objection to such jurisdiction and venue. This agreement shall be construed in accordance with Colorado law.
- 6.) The Vendor agrees to indemnify and hold UCC harmless from and against all lawsuits, claims, losses, judgments, damages, settlements and expenses (including reasonable attorneys' fees) arising by reason of: (A) the negligence or willful acts of Vendor including, but not limited to third party claims or other injury to persons, property or business entities, and; (B) claims concerning the methods used by Vendor in the collection of said information, including but not limited to claims of defamation, harassment, unfair practices or invasion of

privacy.

7.) UCC shall have no liability with respect to its obligations under this agreement, for indirect, special, incidental or consequential damages.

8.) Vendor and UCC shall share 50/50 the costs of Vendor's long-distance phone charges, Cable Modern charges, and certain other charges for subscriptions to databases and telecommunications services incurred by Vendor.

ACKNOWLEDGEMENTS:

For: UCC - As Vice President Date

)

Print Name: Larry D. Clark

By: President,
Fortvender-As President,
Professional Independent hoccotors

Print James p. Baker

UCC • 2641 North Taft Avenue • Loveland, CO 80538 • (970) 663-1703 • FAX (970) 663-1708

SCHEDULE A

Fees for services provided under the Agreement dated December 31, 2003.

UCC shall remit payment to Vendor for each of the following described services:

PRODUCT	DESCRIPTION	FEE
INF15	Find Current Address & Phone number	\$ 62.50
INF22	Vehicle Location Close Out Fee	\$200.00 \$ 50.00
INF24	Find Place of Employment	\$ 62.50

UCC shall reserve the right to charge back to Vendor's account any information not accepted a accurate by UCC's customer.

INITIALED BY:

LDC

For Vendor



UNIVERSAL COMMUNICATIONS CO. Information Search Price List 800/806-6722

ITEM	TRITLE	IN - (You give us)	OUT - (We return)	PRICE
INF01		Phone number	Subscriber name/address	15.00
INF02	Cell Phone Break	Cell phone number	Billing name/address	25.00 *
INF03	PO Box Break	Name PO Box Address	Physical Address	40.00 *
INF05	PMB Break	Private box info.	Subscriber name/address	60.00 *
INF07	800/900 Break	Phone number	Service Name/address	40.00 *
INFO8	Out of State Toll calls Includes Date	Phone number	• First 100 calls on most recent bill – with dates- Times/Durations (18 each)	50.00
INFO8	In State Long Distance calls Includes Date	Phone number	 First 100 calls on most recent bill - with dates Times/Durations (18 each) 	50.00 *
INF09	Cell Tolls	Cell phone number	 First 100 calls on most recent bill – with dates Times/Durations (18 each) 	65.00 *
INF11	Find Phone	Name Complete Address	Current phone number for given address.	35.00 *
INF12	Vehicle Registration Search	• VIN # or License Plate # State (NJ state add \$10)	 Name & Address Registered Lien information when available Vehicle Info 	35.00 Same Charge Hit or No Hit
INF14	Find Name & Phone	Complete address	Name & Phone number	44.00
INF16	Criminal Background Search	Name* City* State* SSN* DOB	 Criminal Background if any Same price Hit or No Hit 	35.00 MA & NY 75.00

INF18	Full Locate	Name & last known address SSN DOB	 Current address Current phone if available If working will provide POE If Employed 	110.00
INF19	Find New Non-Pub.	Old published phone number	New non-published number	40.00
INF20	Disconnect Infa.	Disconnected phone number	 Disconnect Info: OR Forwarding Info (\$75 for both) 	45.00 *
INF21	Utility Search	NameCity & StateSSN	 Service address OR Forwarding info (as available) 	50.00 *
INF22	Vehicle Location	Debtor loan application	Asset Location	300.00
INF23	Find Cell Phone	Name & Home Phone Last known address SSN	Cell phone number	40.00
INF24	Find Place of Employment	Name, last known address & SSN	Current Employment Information	95.00
INF26	Nationwide Utility Search	Name Last Know address SSN	 Service Address of any active Utilities - Gas, Phone, Electric or Comcast Cable 	85.00

*NO HIT NO FEE





Universal Communications Company

The most trusted name in investigative technology since 1991

WE ARE NOW OFFERING TWO BRAND NEW SEARCHES!

GPS BASED CELL PHONE TRIANGULATION

We can get you the location of a cell phone within 100 yards, if it is turned on. No Hit, No Fee

NATIONWIDE UTILITY SEARCH

We can now do a national utility search. If the subject has active gas, electric or Comcast cable somewhere in the nation, we will find it. As usual: No Hit, No Fee.

Don't forget, we offer a wide range of searches that are not listed here. Contact us for a current list of searches and prices.

No Hit • No Fee

Please call or e-mail for more information. And thanks for your business!!!

Jim Stegner (x16) or jstegner@uccweb.com

1.800.806.8722

The Best Investigative Data Source in the Industry



From: tracer@yahoogroups.com		
To: tracer@yahoogroups.com Sent: Tuesday, December 20, 2005 7:04 AM		
Subject: [tracer] Digest Number 2601		
Yahoo! Groups Sponsor	>	
For \$25, 15 Afghan women can learn to read. Your gift ca	n make a difference.	
http://us.click.yahoo.com/rQ8GtB/SdGMAA/cosFAA/kG	EolB/TM	
	->	
There are 20 messages in this issue.		
<u></u>		
Topics in this digest:	/	7
e characteristics and the characteristics are characteristics and the characte	NAMES + EMAILS	HEDA CTED
1. Re: Ping (locate) Cell		
From: Lester Grimball < www.wayahoo.com>	1	
2. RE: Florida Legislation	*	
From: American Americ		
3. Proposed Florida legislation response		
From: <a< td=""><td></td><td></td></a<>		
4. Re: 100 Research Specialists Needed		
From: 'Con	<u>n</u> >	
5. Re: 100 Research Specialists Needed		
From: <		
6. RE: Ping (locate) Cell		
	@adelphia.net>	
7. Re: Proposed Florida legislation response		
From: <u>@aol.com</u>		
8. Re: Ping (locate) Cell		
From: "Patrick Baird" < pdjservices@yahoo.com>		
9. FAPI: IMPORTANT ANNOUNCEMENT		
From: probate.com>		
10. IMPORTANT ANNOUNCEMENT		
From: '	com>	
11. Victim of fraud on eBay		
From: Co		
12. Wisa- VA, Felcity-OH, Coosa-GA, Freeport-ILIn		
	@mindspring.com>	
13. RE: Australia		
From: @ausworld.com.au>		
14. Re: New Member		
From: <u>adelphia.net</u>		
15. Re: FAPI: IMPORTANT ANNOUNCEMENT		
From: @aol.com		
16. Get skip		
From: <u>@ameritech.net</u> >		
17. Re: New Assignments (USA) Details below		

NAMES + EMAILS @earthlink.net> REDACTED 18. Service needed in Oakland CA ' < @adelphia.net> From: 19. Re: Get skip @optonline.net> From: 20. Re: Former LEOs: What's in Booze Gone Bad? From: @direcway.com Message: 1 Date: Mon, 19 Dec 2005 08:38:55 -0800 (PST) From: Lester Grimball \(\) \(\alpha \) \(Subject: Re: Ping (locate) Cell REDACTED **BILL**

OUTFIT IS MOST EFFECTIVE

JIM AT UCC FONE NUMBER XT 800-806-8722 X16

GOOD LUCK

LESTER

REDACTED

Bill Kickliter < wyahoo.com > wrote:

If you locate someont to break a cell # Please share info with me too. Thanks, Bill Kickliter Lic PI Florida

I HAVE BEEN USING UCC "JIM " FOR SOME TIME NOW N FIND HE AND HIS

REDACTED

@cs.com wrote: Good morning,

I am in the need to locate a cellular telephone of an individual. I have the cell number and name, SSN of person. We are trying to apprehend the individual today if possible.

Thanks in advance to all help.

Allen Horner Investigations

California Office P.O. Box 8257 La Verne, California 91750 Office:(909)964-4551 Fax:(909)620-4857 Oregon Office P.O. Box 474 Scio, Oregon 97374 Office:(541)337-2688 Fax:(866)872-5963



acs.com Email: PI#2005198 REDACTED

Lester J Grimball

Westside Credit Office 504 469 8300 Home Office 504 888 5905 Fax 504 4693728

@yahoo.com

REDACTED

Message: 6

Date: Mon, 19 Dec 2005 09:40:23 -0800

REDACTED

From: "PJ FLORES & ASSOCIATES"

@adelphia.net>

Subject: RE: Ping (locate) Cell

Try Michelle Stuart at 480-988-2580. She's the best.

Preston Flores P.J. FLORES & ASSOCIATES PO Box 6208 Oxnard, California 93031 Office 805.647.2002 Fax 877.212.0805 www.pjfloresonline.com State License # 23563

----Original Message----

From: tracer@yahoogroups.com [mailto:tracer@yahoogroups.com] On Behalf Of

Lester Grimball

Sent: Monday, December 19, 2005 8:39 AM

To: tracer@yahoogroups.com

Cc: Jim Stegner

Subject: Re: [tracer] Ping (locate) Cell

BILL

I HAVE BEEN USING UCC "JIM " FOR SOME TIME NOW N FIND HE AND HIS **OUTFIT** IS MOST EFFECTIVE

JIM AT UCC FONE NUMBER XT 800-806-8722 X16

GOOD LUCK

LESTER

REDACTED

Bill Kickliter < way and way and way and way and way a come with me too.

Thanks, Bill Kickliter Lic PI Florida

REDALTED

@cs.com wrote: Good morning,

I am in the need to locate a cellular telephone of an individual. I have the

cell number and name, SSN of person. We are trying to apprehend the individual

today if possible.

Thanks in advance to all help.

Allen Horner Investigations

California Office P.O. Box 8257 La Verne, California 91750 Office:(909)964-4551 Fax:(909)620-4857

Email: @cs.com

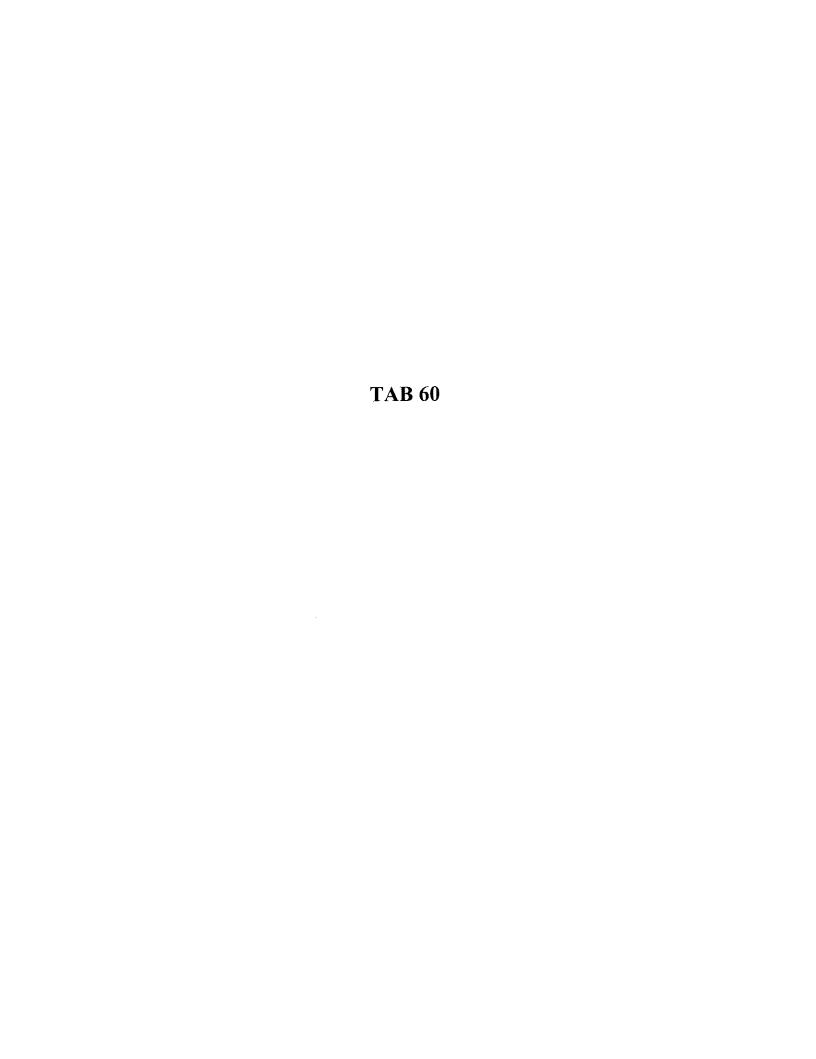
PI#24825 REDACTED

Oregon Office

P.O. Box 474 Scio, Oregon 97374 Office:(541)337-2688

Fax:(866)872-5963

Email: @cs.com
PI#2005198 REDACTED



Invoice 136806

Customer U02391

versal Communications Co. TIN: 84-1165469 2641 N. Taft Avenue Loveland, CO 80538-3121 Telephone 970/663-1703

Bill To:

PDJ Services PO Box 788 Granbury, TX 76048 Ship To:

PDJ Services PO Box 788 Granbury, TX 76048

10/20/05			Origin			
	-O-day Niverbar	Order Date	Salesperson		Our Order	tumber
Purch	se Order Number	10/20/05	JS JS		None	
	Quantity	Item Number	Description	Tax	Unit Price	Amoun
quired	Ship B.O.			3 / N	100.00	100.
1	1	INF9 NYMBER REDACTE) (N N	15.00	15.
1	1	INF9	Cell Toll(312: 10171350474	N	50.00	50.
,	1	INF9	Cell Tol(312.	N	50.00	50
1	7	INF9	Cell Tolk(818	N	50.00	50
1	1	INF9	Cell ToB(585.	N	50.00	50
1	1	INF9	Cell Toll(770.	·N	50.00	··50
1	1	INF9	Cell Toli(720.	N	50. 00	50
1	1	INF9	Cell Toli(248.1000000) 10181407524	N	50.00	50
1	1	WF1	CNA (480 10190927477	N	15.00	15
1	1	INF2	Cell CNA (505.5000000000000000000000000000000000	N	25.00	25
1	1	INF2	Cell CNA (904. 10190929361	ı N	25.00	25
1	4	INF2	Cell CNA (706. 10191406557	N	25.00	. 25
1	1	INF1	CNA (704 10191501197	N	15.00	15
1	1	INF2	Cell CNA (523 100 10200743219	N	25.00	25

NonTaxable Subtotal 595.00
Taxable Subtotal 0.00
Tax 0.00
Total 595.00

Customer Original (Reprinted)

Page

UNIVERSAL COMMUNICATIONS CO.

Date Type 10/20/2005 Bill 10/21/2005 Bill 10/24/2005 Bill 10/26/2005 Bill 10/26/2005 Bill 10/31/2005 Bill Reference Original Amt. 90.00 40.00 135,00 110,00 95,00 125,00 11/1/2005

Balance Due 90.00 40.00 135.00 110.00 95.00 125.00

Payment 90.00 40.00 135.00 110.00 95.00 125.00 595.00

Check Amount

136806

Discount

515020 (12/04)

1st Source Investigati

595.00